

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.878 OF 2003
IN
SUMMARY SUIT NO.2303 OF 2003

Ashok J. Jain & Anr. Plaintiffs

V/s.

Shilp View & Ors. Defendants

Ms.Kavita Shah i/b Mr.A.G. Shah for the Plaintiffs.

Mr.Bhalwal i/b Vyas & Bhalwal for Defendant Nos.1 to 6.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH JUNE, 2005.

P.C. :

1. There is no defence to the suit which is based on bill of exchange. Defendant No.1 is the drawer of the bill of exchange. Defendant Nos.2 and 3 are the partners of Defendant No.1. Defendant No.4 is the acceptor of the bill of exchange. Defendant Nos.5 and 6 are the partners of Defendant No.4.

2. The suit is decreed as prayed. However, the learned counsel appearing on behalf of the Plaintiff agrees that in the event an amount of Rs.50,000/- is

paid within nine months from today with interest thereon at the rate of 18% p.a. from the date of bill of exchange till the date of the suit and thereafter at the rate of 12% p.a. till payment and/or realisation, the decree shall mark satisfied.

3. In the circumstances, the Summons for Judgment and the suit are accordingly disposed of.

4. Refund as per rules.

. For the purpose of refund of the court fees, the Prothonotary and Senior Master to act on an authenticated copy of this order.